REQUEST FOR PROPOSAL# 2010-01A

ISSUE DATE: **January 18, 2010**

Last Day to Submit Questions: **February 5, 2010**
10:00 a.m. local time

CLOSING DATE: **February 19, 2010**
3:00 p.m. local time

Berkshire Regional Transit Authority

RERELEASED REQUEST FOR PROPOSALS

COMPUTER AIDED DISPATCH / AUTOMATIC VEHICLE LOCATION SYSTEM AND RELATED SERVICES

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1.0 INTRODUCTION

The Berkshire Regional Transportation (BRTA) oversees and coordinates fixed-route and demand-response public transportation services in the Berkshire County Area of Western Massachusetts. The Berkshire Regional Transit Authority was created in 1974 by Massachusetts General Laws Chapter 161B to provide oversight and coordination of public transportation within the Berkshire County Region.

BRTA is looking to procure a Computer Aided Dispatch / Automatic Vehicle Locator System (hereafter referred to as CAD/AVL) to improve the operational efficiency, cost-effectiveness, and security of its transit services. This document defines the minimum features, requirements, and capabilities desired for the CAD/AVL and are the benchmarks for its design, verification, and validation.

From this point forward, Berkshire Regional Transit Authority will be referred to as BRTA and the Proposer will be referred to as the Proposer or Contractor. This section of the RFP is intended for informational purposes only; therefore, in the event of a conflict all other sections of the RFP take precedence over Section I.

There are two major objectives to be met by the development of this Request for Proposal (RFP). The objectives are to present an overview of functional requirements for the new system and to provide a format for submitting a proposal that will best meet BRTA's needs. While every effort has been made to ensure the accuracy and completeness of the information in this RFP, BRTA recognizes that the information is not exhaustive in every detail and that all work and materials may not be expressly mentioned in the requirements of the RFP. Therefore, it is the responsibility of the Contractor to include in their proposal all software and hardware requirements, which are manifestly necessary for the full and faithful performance of the system requirements in accordance with the objectives of BRTA. The system offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

This first step in the deployment of the BRTA ITS System will be the procurement of a complete CAD/AVL System including advanced vehicle technologies, customer information systems, and operations scheduling and dispatching functionality. The system offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing.

1.1 PROJECTED SCHEDULE OF EVENTS

Pre-Proposal Conference	None at This Time
Last Day to Submit Questions	February 5, 2010
Proposals Due To BRTA	February 19, 2010
Required Live Date-Phase I	9 Months from DOA

1.2 RESPONSIBLE BRTA DEPARTMENTS

This procurement process is being administered by Berkshire Regional Transit Authority. The Proposer's point of contact in the RFP process is provided on the cover of this document. The successful contractor will be expected to cooperate fully with BRTA in any subsequent contractual relationship.

1.3 BERKSHIRE REGIONAL TRANSIT AUTHORITY BACKGROUND

The BRTA was one of eight original regional transit authorities (RTAs) created by state statute (MGL §161B) in 1974. A letter dated June 18, 1974 was sent by then Pittsfield Mayor Evan S. Dobelle to Governor Francis W. Sargent documenting the recorded vote of the original communities to form the BRTA. Today, fourteen RTAs are responsible for administering public transportation services throughout much of Massachusetts outside of the Boston metropolitan area.

Twenty-three Berkshire cities and towns are members of the BRTA with fixed route bus service provided in twelve communities and specialized transportation provided in seventeen communities. Each member community is represented on the BRTA Advisory Board by the chief elected official or, that person's designee. The Advisory Board meets throughout the year and is responsible for hiring the administrator, approving the budget, and deciding on any major changes to fares or service. Each community has a weighted vote determined by their amount of service and local assessment in relation to the total.

The administrator serves as the chief executive officer of the authority and is responsible for the day to day oversight of BRTA administrative services. All transportation services are provided by private contractors.

In November 2004 BRTA started providing service from the Joseph Scelsi Intermodal Transportation Center located at One Columbus Avenue in Pittsfield, Massachusetts, after two years of construction and more than twenty years of planning. Total costs for the project was approximately $11M paid for with 80% federal and 20% state funds. For the first time, the BRTA now has a facility connecting local bus and taxi services with intercity rail and bus services, all with pedestrian access to the central business district. BRTA Administration offices are in the facility as are classrooms providing satellite facilities for Berkshire Community College and MA College of Liberal Arts. A Peter Pan Bus ticket office and retail concession space are also on site.

Fixed route bus service had been in decline for the first twenty years of the BRTA's existence, remaining in alignment with the trend during the mid-1970s and 1980s of a decreasing population and the reduction of the presence of major employers. By 1999, annual passenger trips leveled off at approximately 500,000 and have been modulating since with gradual increasing use over the past two years.

1.4 **AGENCY CHARACTERISTICS**

The Berkshire Regional Transit Authority is managed by employees of the BRTA and serves a population of approximately 135,000. Fixed route transit services are operated by Berkshire Transit Management, Inc. a wholly owned subsidiary of First Transit, Inc. Demand response services are operated by a number of taxi operators and councils on aging. These include:

Adams Council on Aging	American Cab
County Ambulance	County Rainbow Taxi
CRT Cabulance	Dalton Council on Aging
Lanesborough Council on Aging	Lenox Council on Aging
North Adams Council on Aging	Pittsfield Council on Aging
Southern Berkshire Elderly Transportation	Taxico, Inc
Williamstown Council on Aging	

BRTA operates a network of 18 fixed routes. Service is provided weekdays from 5:45 a.m. to 7:20 p.m. Saturday service is operated from 7:15 a.m. to 7:00 p.m. No service is operated on Sunday. BRTA's demand response service operates during the same days and hours of service as the fixed routes. The demand response service is operated as a user subsidy, with passengers calling their desired provider directly to schedule trips. BRTA reimburses each provider a set amount for each trip provided to ADA eligible passengers.

The basic adult fare for bus service is $1.25. A reduced fare of $.60 is offered to senior citizens, person with disabilities and Medicare card holders during all hours of operation. The fare for ADA paratransit service is $2.50 per trip.

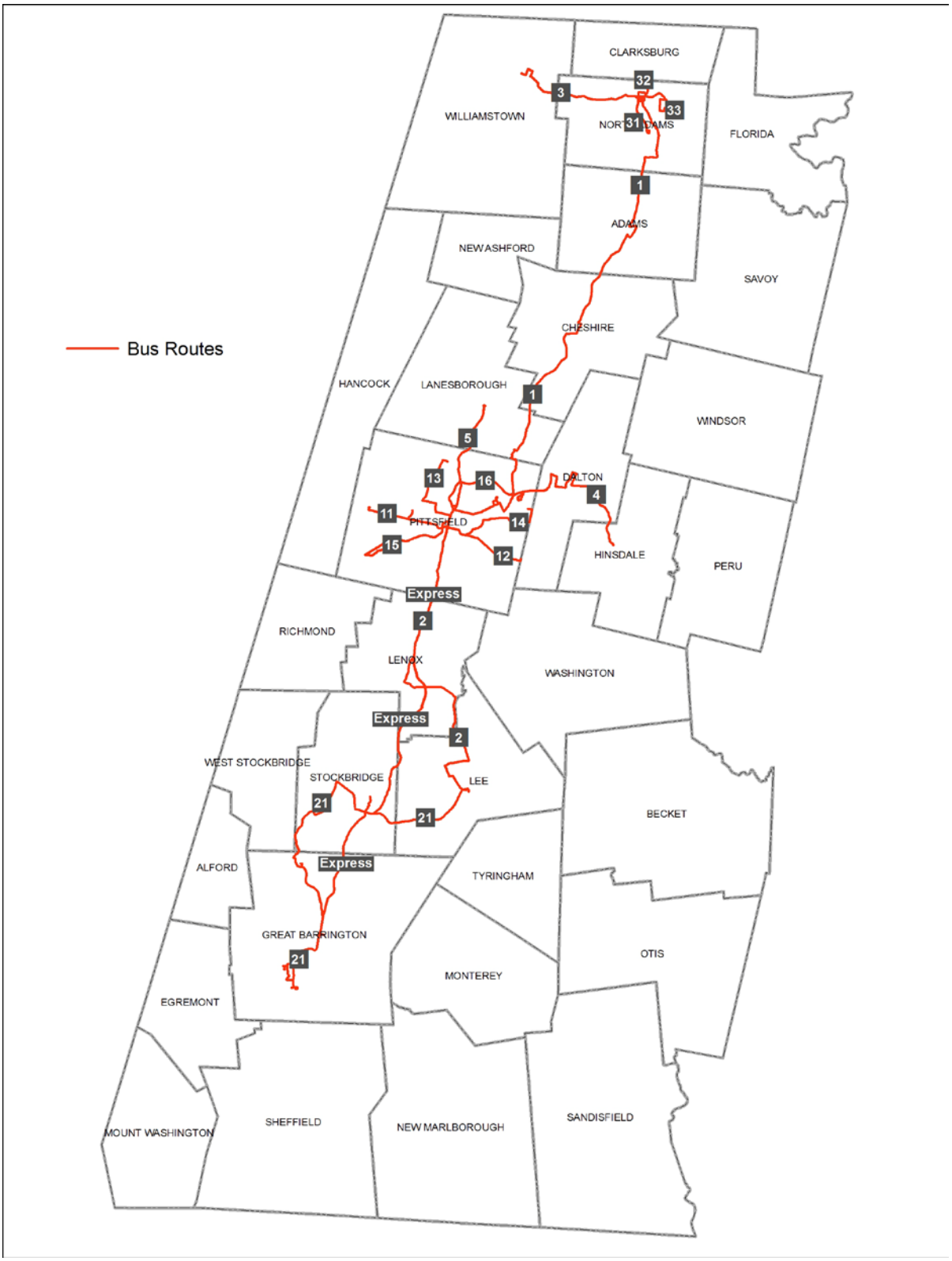
BRTA operates a fleet of 21 buses for fixed route service. Its bus fleet consists of standard transit coaches. The current peak requirement is for 15 vehicles. Demand response service is operated with the taxi company vehicles as well as a fleet of 25 vans owned by BRTA and provided to the councils on aging. BRTA's vans are maintained by Berkshire Transit Management, Inc. (BTM), BRTA's fixed route management and operations contractor.

BRTA has an operations and maintenance facility located on Downing Parkway in Pittsfield. The Authority's administrative offices are in the Intermodal Transportation Center (ITC) complex located in downtown Pittsfield.

BRTA's National Transit Database Report for FY 2007 provided the following financial and operating statistics for its fixed route and demand response service:

	Fixed Route	Demand Response
Passenger Miles	2,763,116	332,590
Unlinked Passenger Trips	489,211	53,799
Revenue Miles	829,781	312,472
Revenue Hours	43,626	37,820
Operating Expenses	3,703,880	773,026

1.5 **SYSTEM MAP**

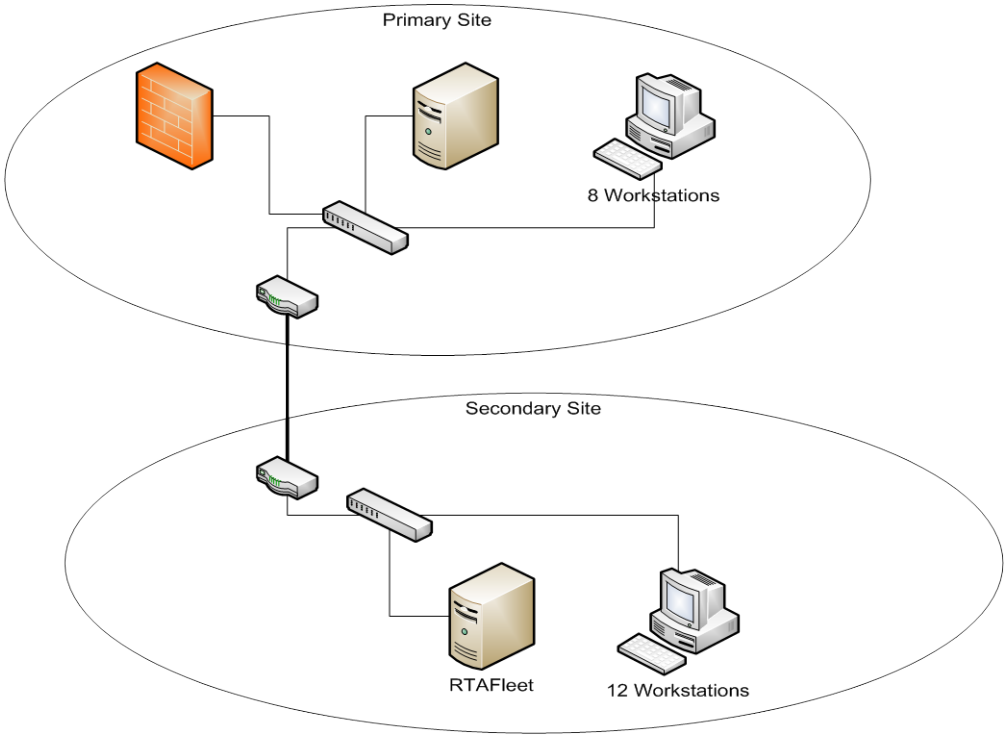


1.6 CURRENT HARDWARE/NETWORK ENVIRONMENT

As part of this proposal the contractor must supply all hardware and software specifications needed to optimally operate all components of the requested solution. Currently, BRTA has the following hardware configuration:

BRTA has the following network hardware configuration at present:

- 1 server running Microsoft Small Business Server 2003 provides basic domain control and file/print sharing.
- 1 server running Microsoft Server 2003 operates in workgroup mode to provide service to RTA Fleet and file sharing to a secondary facility.
- The two RTA facilities are interconnected by a point-to-point T1 which provides 768Kbps data with the remaining bandwidth allocated to voice service between facilities. Routing is provided by an Adtran Total Access 624 at each facility.
- The primary facility is connected to the Internet via 3Mbps/768Kbps DSL service. This also provides Internet connectivity to the secondary facility through the point-to-point, presently. Firewall service is provided by a Sonicwall TZ180.
- Exchange and Blackberry services are provided by a hosted solution external to the RTA network.
- There are 19 Windows XP workstations on the domain, running Office Professional 2003.



2.0 GENERAL PROPOSAL AND CONTRACT CONDITIONS

2.1 EXAMINATION OF CONTRACT CONDITIONS

It is the intent of BRTA**,** through this RFP and contract conditions contained herein, to establish to the greatest extent possible complete clarity regarding the requirements of both parties to the Agreement resulting from this RFP.

Before submitting a proposal, the Proposers should be familiar with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda will be incorporated with the RFP and shall be made a part of the contract documents as well as the Proposers response to this RFP. It shall be the Contractor's responsibility to ensure the proposal includes an acknowledgment of the receipt of all addenda issued along with the proposal on the submission deadline as well as any other submittal requirements.

The Proposers shall determine by personal examination, and by such other means as may be preferred, as to the actual conditions and requirements under which the Agreement must be performed. BRTA will not be responsible for the Contractor's misunderstanding of the scope of work.

Proposers must carefully review this RFP for defects and questionable or objectionable materials. Proposer's comments concerning defects and questionable or objectionable material in the RFP must be made in writing and received by Berkshire Regional Transit Authority no later than the last day to submit questions as outlined in Section 1.1 – Projected Schedule of Events.

2.2 INTERPRETATIONS AND ADDENDA

BRTA will not be responsible for oral interpretations. **Please review Addendum 1- 4 of RFP 2010-01 located at the weblink below for answers to the written questions received.** Requests for interpretations and/or clarifications shall be requested in writing from the BRTA and submitted to the contact provided on the cover of this document. All such written requests must be submitted no later than the last day to submit questions as outlined in Section 1.1 – Projected Schedule of Events and shall specify the Section(s), Subsections(s), Paragraph(s), and Page number(s) to which the request refers. All such requests will be addressed in the form of addenda issued by BRTA and will become part of the contract documents. **There will be no notification of addenda issued. It is the Proposer's responsibility to periodically check on BRTA's website www.berkshirerta.com/business.php for any addenda issued and acknowledge receipt of such in the proposal response.**

2.3 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the instructions provided in the Proposal Response Format, Section 4.0. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

2.4 PROPOSAL PREPARATION EXPENSES

Proposers are responsible for all proposal preparation related expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. BRTA assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the Contractor. BRTA is not contractually bound until a written contract for the performance of the work is properly authorized and executed by the BRTA and the duly authorized representative of the successful Proposer.

2.5 RIGHTS TO PROPOSAL DOCUMENT

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of BRTA. BRTA reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique, or suggestion contained therein.

2.6 DISCLOSURE OF BRTA RECORDS

All documents including, but not limited to, tracings, drawings, estimates, field notes, maps, investigations, design analysis, and studies which are provided or prepared in the performance of this contract are to be, and remain the property of BRTA. The Contractor shall furnish BRTA upon its request, originals or reproducible copies of all documents generated by this contract. All documents generated by this contract will be the property of the BRTA.

2.7 CONFIDENTIALITY OF DOCUMENTS

All proposals and other material submitted becomes the property of BRTA and therefore is a matter of public record, which is open to reasonable inspection, after such time as a contract is negotiated. All proposal information, including detailed price and price information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information. Trade secrets and other proprietary data contained in proposals may be held confidential at the request of the Proposer if clearly identified in the proposal along with a brief statement, which sets out the reasons for confidentiality. The Proposer will be required to fully defend, in all forums, BRTA's refusal to produce

such information; otherwise, BRTA will make such information public. All prices of such defense shall be borne by the Proposer.

2.8 PROPOSAL PRICING

It is anticipated that the contract award will be on a firm fixed price basis, therefore, proposals shall address the pricing with this in mind. No additional charges (e.g., for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, consulting, etc.) will be allowed unless so specified in the proposal and accepted by BRTA. All components required to meet contract requirements as proposed must be included in the base price. All price options shall be specifically stated and identified utilizing the Proposal Pricing Form (Attachment B). In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.

2.9 PAYMENT TERMS

The payment terms for this project will be included in the final contract between BRTA and the Proposer. Proposers are required to submit a progress payment schedule, based upon milestones, for consideration along with their proposal.

2.10 RIGHT TO REJECT PROPOSALS

BRTA reserves the right to reject any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as BRTA may deem necessary and in its interest. Proposers must comply with all the terms of the RFP and all applicable local, state, and federal laws, codes and regulations. BRTA may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not restrict the rights of BRTA nor qualify their proposal. If a Proposer does so, BRTA may determine the proposal to be a non-responsive counter offer and the proposal may be rejected.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other offers; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision may be waived by BRTA.

2.11 PERMITS AND LICENSES

The successful Proposer must be responsible for obtaining all necessary city and state permits/licenses and must comply with all local codes and ordinances. Copies of such permits/licenses shall be made available to BRTA upon request.

2.12 **SOFTWARE LICENSES**

BRTA reserves the right to protect its reputation and its investment in computer software/hardware by enforcing strong internal controls to prevent the purchase of unlicensed copies of software. Be aware that software piracy is subject to both civil and criminal penalties. These acts can produce serious impacts on the offending company's reputation and worst case, potential loss of customers. Therefore, if BRTA suspects that any unauthorized pricing or unlicensed product is proposed, BRTA will report such to the appropriate authorities and will reject such proposal.

2.13 **PRIME CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for meeting all requirements agreed to in the response to this RFP including system delivery, installation, training, maintenance, and integration of all software, hardware, and other related products. Further, BRTA will consider the Contractor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any all charges resulting from contractual obligations. Upon contract award, the Contractor shall be directly responsible for all of the subcontractors, if any. The Contractor shall designate a project manager to serve as the point of contact for BRTA and to manage the system implementation. The Contractor can not change the project manager without BRTA approval.

2.14 **PARTY RELATIONSHIPS**

The Proposer shall clarify its relationships with parties supplying portions of the solution, and shall specify what each party is providing. The Contractor may not transfer or assign any portion of the contract without prior written approval from BRTA.

Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors the Proposer must identify, in their proposal, the names of the subcontractors and the portions of the work the subcontractors will perform. If a proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of BRTA's request:

a. Complete name of the subcontractor
b. Complete address of the subcontractor
c. Type of work the subcontractor will be performing
d. Percentage of work the subcontractor will be providing
e. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause BRTA to consider their proposal non-responsive and reject the proposal. The substitution of

one subcontractor for another may be made only at the discretion and by prior written approval of the BRTA.

2.15 PROPOSAL TERM

All submitted proposals must remain valid offers for at least ninety days from the proposal closing date.

2.16 Berkshire Regional Transit Authority Procurement Protest Procedures

General Policy Procurement Protest

The Berkshire Regional Transit Authority (BRTA) will make every effort to issue requests for proposals (RFPs), request for qualifications (RFQs), and invitations to bid (IFBs) and to make awards relative to those procurements in a manner that will not spark a protest. If, however, a proposer or bidder, herein after called "Protestor", wishes to protest either the solicitation or the award of the procurement, the protester may file a protest as described below.

Protest Prior to Award of Contract

a. Any Protester that desires to protest any aspect of the contents of a BRTA procurement solicitation (RFP, RFQ, or IFB) must file a written statement of protest with the Administrator of the BRTA (hereinafter referred to as "Administrator") within fifteen (15) business days prior to the deadline date specified for submitting a response to the procurement. The written protest should be as specific as possible in describing the Protester's objection to the procurement solicitation and include any supporting documentation. In this written protest, the Protester may request a hearing with the Administrator.
b. The Administrator will schedule any requested hearing to be held within ten (10) business days of receipt of the written protest. The hearing may be in person or conducted electronically at the request of the Protestor. Any costs incurred by the Protestor will be their sole responsibility.
c. The Administrator will issue a response in writing, within five (5) business days of receipt of the protest or following a hearing on the protest.
d. If a protest has been filed in accordance with the procedure specified hereinabove, the BRTA will not make a procurement award pending a resolution of the outstanding protest, unless, in the sole judgment of the Administrator:
    I. The items to be procured are urgently required
    II. Delivery or performance will be unduly delayed by the BRTA's failure to make the award as scheduled
    III. The failure to make the procurement award will cause undue harm to the BRTA or interfere with the BRTA's fulfilling its responsibilities of obligations.
e. Protests received following the solicitation response due date will be considered only if they concern an issue, procedure, or other matter that could not have reasonably been protested by a proposer prior to the solicitation response due date; however, no protests about the

solicitation will be entertained after ten (10) business days following the solicitation response due date.

f. Any protest may be withdrawn, in writing, prior to issuance of the Administrator's response.

The protest will be considered outstanding until the Administrator has issued a response to the protest.

Protest Subsequent to Award of Contract

a. Proposers may file a protest about the procurement subsequent to the award of the contract. Such protest may not pertain solely to the solicitation, except if the provisions of Section 1, e (above) apply.
b. Protestors of the procurement contract award must file a written statement of protest with the Administrator within five (5) business days following receipt of the notice of the award. The written protest should be as specific as possible in describing the Protestor's objection to the procurement contract award to a competing proposer. In this written protest, the Protestor may request a hearing with the Administrator.
c. The Administrator will schedule any requested hearing to be held within five (5) business days of receipt of the written protest. The hearing may be in person or conducted electronically at the request of the Protestor. Any costs incurred by the Protestor will be their sole responsibility.
d. The Administrator will issue a response in writing, within five (5) business days of receipt of the protest or following a hearing on the protest.
e. Depending on the timing of the protest relative to the commencement of work activities under the awarded contract, the Administrator may or may not suspend the awarded contract while the protest is outstanding. The contract award will not be suspended if, in the sole judgment of the Administrator, the contract must be enforced because:
    I. The items to be procured are urgently required
    II. Delivery or performance will be unduly delayed by the BRTA's failure to make the award as scheduled
    III. The failure to make the procurement will cause undue harm to the BRTA or interfere with the BRTA's fulfilling its responsibilities or obligations.

    The protest will be considered outstanding until the Administrator has issued his response to the protest.

Further Right of Appeal

Proposers protesting procurements supported with funds from the Federal Transit Administration (FTA) may, pursuant to FTA Circular 4220.1F and any applicable Federal law, file a protest with the FTA after exhausting the BRTA protest procedures.

Judicial Remedies

The BRTA recognized that, under certain circumstance, the Protestor may be entitled to seek the following judicial remedies:

a. An action for monetary damages, where and if applicable, in the Courts of Massachusetts
b. An action for injunctive relief, as well as money damages, where and if applicable, in the Courts of Massachusetts
c. Actions within the Federal Courts as a result of the pursuit of remedies referred to in Paragraph 3 hereinabove, as well as actions for money damages and/or injunctive relief, where and if applicable.

Notices

In each case where notice is required herein to be given to a Protestor, the BRTA will cause similar notice to be given to each other respondent to the procurement solicitation.

3.0 SCOPE OF WORK

3.1 **Purpose**

The Berkshire Regional Transit Authority is soliciting proposals for Computer Aided Dispatch and Automatic Vehicle Location (CAD/AVL) software and on-board systems that are responsive to the specifications and evaluation criteria defined within this document. The proposed system will improve operational efficiency, cost-effectiveness, and security of transit services. It is the long-term plan of the BRTA to implement various Intelligent Transportation System technologies to complement this project, therefore, it is imperative that this system provides maximum flexibility to expand the capabilities of these technologies as well as add additional capabilities as the system grows and needs change over the intended life of the system. BRTA intends to procure and implement a proven solution that easily integrates with BRTA's existing systems and services and represents the current state-of-the-art transit management systems

It shall be the responsibility of the Contractor to provide, integrate, and implement software and hardware, which will provide the required functionality. It will also be the responsibility of the Contractor and BRTA to test the new system. Finally, the Contractor shall provide support services and train the appropriate BRTA personnel to use and maintain the system from a user and systems maintenance standpoint. The project will be implemented in one or more phases at the discretion of BRTA.

It is the intent of the BRTA to procure a single solution that will accommodate all systems and software to deploy a fully integrated, seamless ITS Program. Therefore it is the responsibility of the contractor to include such systems as may be necessary to fully deploy a single solution with the understanding that the current solicitation is only for the CAD/AVL System and that future deployments depend upon the availability of funding to the BRTA. If the proposed solution includes software or systems supplied by another contractor, the CAD/AVL contractor will assume a Primary Contractor role and will be held accountable for ensuring that the seamless, real-time exchange of information is achieved. Proposers must submit a solution for all phases.

This project will be conducted in a phased approach. The fixed route CAD/AVL software and hardware in Phase I will be procured as the first step in the implementation process. Phase II and Phase III will follow and include customer information systems and operational scheduling and dispatch software for both fixed route and paratransit services respectively. Phase III would also include purchase and installation of mobile data terminal for the paratransit fleet.

The procurement of Phases II and III will be dependent upon funding resources. However, BRTA requests pricing and implementation plans for Phase I, Phase II, and Phase III.

This RFP is seeking potential bidders to outline a proposal to complete the following systems:

3.2 Phase I – CAD/AVL System

1) Provide a turnkey solution that consists of fixed route CAD/AVL software and onboard systems. These systems must include:
    - Mobile Data Terminal (MDT)
    - Global Positioning System (GPS)
    - Automatic Passenger Counters (APC)
    - Automatic Annunciation System (AAS)

2) Provide a system that is capable of expansion via the addition of additional peripheral devices in the future.
3) Provide and implement a wireless mobile data communication infrastructure.
4) Provide a CAD/AVL system which will accommodate direct management of schedule data using an intuitive interface. The CAD/AVL system will have to accommodate a later deployment of scheduling and dispatching software during Phase III at which time the system will be automated to interface with the scheduling software to reflect real-time changes to schedules in the CAD/AVL system
5) Integration of flex deviated route management
6) Integration of onboard dynamic vehicle destination signs

3.3 Phase II – Customer Information Systems

1) Integration and deployment of a real-time passenger information system at key transfer centers and dispatch center
2) Provide web-based consumer portal for customers to view fixed routes and locations to determine “where’s my ride”
3) Real-time traveler information at bus stops

3.4 Phase III – Transit Operations Software

1) Fixed Route Scheduling and Dispatching Software
2) Paratransit Scheduling and Dispatching Software and Mobile Data Terminals

Cost information for Phases II and III components are required. Phase II and III components will only be implemented as funds become available. Cost proposals must be guaranteed for 18 months.

BRTA currently has vehicles with radios, on-board surveillance cameras, fareboxes, and electronic destination signs; it will be the responsibility of the contractor to integrate these systems with the on-board equipment deployed as part of the CAD/AVL System.

The BRTA has limited personnel resources available. As such, BRTA is interested in receiving proposals that would include hosting the central software systems off site at a staffed and monitored technology location. BRTA would be interested in evaluating the cost

benefit of such a solution compared to hosting the systems locally on a BRTA supported platform.

3.5 **Vendor Requirements**

- Vendor will serve as prime contractor and single point of contact for all components including integration, procurement, and ongoing technical support
- Provide all software applications and interfaces required
- Provide a detailed list of recommended hardware specifications and include the purchasing cost in the bid
- Comply with BRTA's current IT architecture and standards
- Comply with the Western Massachusetts Regional ITS Architecture
- Provide the rate for customized reports for BRTA
- Conduct detailed and comprehensive training sessions for BRTA personnel
- Provide training agendas, manuals (hard and soft copies), and quick reference guides for BRTA personnel
- Responsible for on-going support and cooperation with BRTA
- Ensure successful communication by developing a communication plan approved by BRTA
- Provide a detailed project schedule/implementation plan and ensure adherence
- Provide pricing for a year to year maintenance agreement
- Provide resumes of personnel
- Identify all subcontractors utilized
- Provide references from at least five clients similar to the scope of work (i.e. the bidder has successfully implemented a route scheduling/dispatching system integrated with ITS)
- Provide a test environment (1) for performance testing during the Vendor selection using data provided by BRTA (2) for User Acceptance Testing (3) for operational planning before the changes are put into production.
- Provide a detailed breakdown of the costs and hours associated with both phases of the project (include expenses in the cost proposal)

3.6 **BRTA Responsibilities**

- Provide the contractor with applicable work space
- Provide the necessary access to BRTA workstations, servers, and scheduling/dispatching data
- Ensure that BRTA personnel are available for scheduled training and necessary support
- Provide onsite training classroom

3.7 **Hardware and Hardware and Software Standards**

BRTA is a Microsoft shop running on Dell computers and servers. The standard Desktop OS for BRTA is Windows XP Pro. The standard server OS is Windows 2000 and 2003.

3.8 **Project Management, Warranty, and Testing**

Project Management

Each response to this RFP should include the Vendor's communication plan for ensuring a successful implementation. BRTA intends to take an active role in the design, implementation, and testing of the route scheduling/dispatching and ITS systems. Moreover, BRTA requires regular meetings and communication with the Vendor as to the progress and direction of the project. The communication plan developed by the Vendor should include at least a weekly meeting with the project team; whereby, the Vendor will provide meeting minutes to BRTA. At each of these meetings, the Vendor will provide an action item list to include current and historical items including the person responsible for documentation purposes. The Vendor is required to provide a detailed project schedule that includes tasks to be completed by BRTA and the Vendor with appropriate dates.

Warranty and Maintenance Plans

BRTA requires that the selected Vendor provide the organization with a minimum of a one year warranty service following final system acceptance. After the one-year warranty expires, the maintenance agreement should begin. BRTA requires that the Vendor include pricing for a year to year maintenance plan. BRTA requires that additional purchases after Final Acceptance will be co-termed so there is one annual invoice and payment. BRTA requires that the Vendor provide BRTA with upgrades to ensure the most recent technology is being utilized.

The Vendor is required to provide BRTA with timely responses and solutions to software problems. If the problem is severe such as a system failure, the Vendor should assure BRTA that they will respond immediately so that operations are not disrupted. If the bidder has multiple maintenance packages, the Vendor should share pricing for all packages; however, BRTA would like the Vendor to recommend a particular maintenance plan.

Describe to BRTA their help desk methodology and turnaround response time. Include how your organization prioritizes issue resolution. Support is required to BRTA twenty-four hours a day seven days week. Specify if issue resolution includes remote access and if so what software is utilized.

Training

BRTA realizes that training is an essential component of a successful implementation. The Vendor is required to provide comprehensive and complete training to all staff involved in the operation of the new technologies such as Dispatch, Management, Information Technology, Drivers, and Maintenance. BRTA has an onsite training room, which can support thirty trainees. BRTA prefers that training be conducted in their facility.

Training shall be conducted by Contractor personnel that are well versed with the technology. A detailed training plan should be provided to BRTA. The plan should include on-site training that will allow for continued employee responsibilities. This plan should include training

agendas describing who will be trained during each session, the length of each training session, and the cost of the training. The plan should address levels of training (i.e. end user, administrative, technical, power user, etc.). The plan should include on-going training options and pricing that can be continued after the implementation is completed. BRTA prefers onsite options. BRTA will approve the training plan before training commences. Training feedback forms should be provided to BRTA to be used after completion of each training session conducted by the Contractor. BRTA may request that certain trainers not return if they are not satisfied with their performance. The Contractor will be expected to provide a replacement trainer that is well versed in the technology.

The Contractor should detail different training methods and approaches (i.e. classroom, train-the-trainer, one-on-one, web based, etc.). BRTA would like the Contractor to recommend a training method and utilize BRTA data during training sessions.

The selected Contractor is required to provide training and user manuals as well as quick reference guides for all trainees. All training manuals shall be provided in Adobe Acrobat PDF format in CD and hard copy. At a minimum, four (4) hard copies and four (4) CD copies of each user manual will be required. All training and user manuals shall be provided in the English language. User manuals and quick reference guides should be provided for each software application. Vehicle Operators should be provided with a laminated shirt pocket card with brief operational instructions.

3.9 **Reporting, Data Conversion, and Security**

BRTA requires the selected Contractor to provide an agreed upon amount of customized reports. Bidders should include pricing for this in the cost proposal. In addition, reports should be able to be filtered by day, week, month, year, vehicle number, driver number, passenger, etc. Governmental reports including Federal Transit Authority (FTA), National Transit Database (NTD), and daily operational reports should be included. All data should be downloadable to common report writing software (crystal, access, etc)

3.10 **System Testing and Acceptance**

BRTA will validate that the contractor has met all requirements stated in this RFP before accepting the systems. The Contractor is responsible for providing labor and supervision for the installation and testing of the system. BRTA will work with the selected Contractor to develop acceptance procedures to ensure the equipment is installed properly and functioning according to specifications and to complete system testing and acceptance. BRTA requires the Contractor to develop and submit a series of testing plans and procedures two (2) weeks before testing begins. Testing will begin only after BRTA has signed off on the testing plans and procedures submitted by the Contractor. A final system acceptance test is required after all system components are installed and operational.

The Contractor is required to ensure that the system is functional and operational before scheduling acceptance testing or final acceptance with BRTA personnel. If additional testing

sessions are required due to failure on the part of the Contractor, the Contractor will be required to reimburse BRTA for the additional costs incurred.

BRTA will formally accept the system upon the successful completion of user acceptance testing. BRTA will determine whether the system meets the standards as outlined in the contractual documents.

3.11 Software Upgrades

BRTA expects that upgrades shall be available to allow them to take advantage of improvements in both software and hardware capabilities. The Contractor will provide at least thirty (30) days advance notice of upgrades in the software.

3.12 Intellectual Property Rights Alternatives

The Contractor shall include in their offer a proposal which ensures that BRTA remains operational, without interruption to BRTA's business, in the event that the Contractor company:

- Files for bankruptcy,
- Becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it,
- Passes a resolution for its voluntary liquidation,
- Has a receiver or manager appointed over all or substantially all of its assets,
- Makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement or arrangement for the composition, extension, or
- Readjustment of substantially all of its obligations or any class of such obligations.
- BRTA will retain ownership of all functional requirements associated with custom specifications of software.

4.0 PROPOSAL FORMAT

4.1 Instructions

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of BRTA that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

A minimum of one (1) original with original signatures and six (6) copies for a total of seven (7) hardcopies and one (1) electronic version must be submitted.

4.2 Cover Page

The cover page should include the request for proposal number, company contact information including name, address, telephone number, e-mail address, and contact name.

4.3 Table of Contents

4.4 Letter of Transmittal

- Briefly state that your firm understands the work to be accomplished and make a commitment to perform all services and features contained in its proposal.
- A brief narrative highlighting the Contractor's proposal.
- If the Contractor is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.
- The letter of transmittal should be completed on company letterhead and should not exceed two pages.

4.5 Firm Identification

Provide general information about your firm including the name and address of your organization, description of the services offered, financial stability, years in service, personnel resources, and an organization chart.

4.6 **Qualifications**

Contractors must demonstrate skills and proven history in providing the software and hardware solution proposing.

- Provide qualifications in the transit field and identification of major achievements in the transit industry.
- Include at least three references similar in scope of work. Include the organization's name, contact, address, telephone number, and e-mail address. Of particular importance are projects completed on time and within budget for transit agencies of similar size.

4.7 **Project Management**

The response should detail a staffing plan, including personnel resumes. The Contractor must provide resumes for all key personnel, including the project manager who will be involved in providing the service contemplated by the RFP. Resumes must include full name, education background, and years of experience and employment history particularly as it relates to the scope of work.

The response should identify any sub-consultant firms and the percent of the effort assigned to the subcontractor. The response shall provide information on all subcontractors proposed as part of this contract including:

(1) Company history
(2) Qualifications and experience
(3) Proposed staffing for this project
(4) Alliance relationship and length of relationship
(5) Clients where you have done work together and descriptions of the specific projects
(6) Proposed staffing for this project

4.8 **Communication Plan**

The Contractor must facilitate and ensure thorough communication between all project participants throughout all phases of the effort. Please provide a description of how your company has provided this type of service in the past, including successes, failures and lessons learned.

4.9 **Proposed Solution**

The Contractor will provide a solution description and overview that outlines the products and services offered. The proposed product solution should meet or exceed the functional requirements outlined in section 6.0 – Functional Requirements.

4.10 **Implementation and Training Plan**

The implementation plan should include milestone activities and approximate timelines for completion. Contractors are required to develop a comprehensive training plan. The plan should detail training sessions, duration of class, overview of training course, qualifications of trainer, etc. The Contractor should also address the method of training i.e. train the trainer, online, classroom, etc. Please describe how your company has provided this method of training on past projects.

4.11 **Pricing and Payment Schedule**

The Contractor will supply pricing for the required components for the project. Contractors are also invited to include a supplemental price proposal as an attachment to their proposal. Include any implementation fees, training fees, interface requirements, and expenses. The Contractor must list all hardware specification requirements. The list shall specify, at a minimum, the minimal requirements, and the recommended requirements based on the proposed solution. Contractors shall utilize the supplied pricing form in Attachment B, sealed in a separate envelope, clearly identified as "RFP 2010-01A Attachment B – Pricing Form".

As a part of an offer, Contractors must provide a schedule for the payment of fees based on the completion and acceptance of deliverables in the Pricing Proposal. This payment schedule is subject to negotiation, and must be approved by BRTA. Once approved, payments to the awarded Contractor will be made according to that schedule.

Unless otherwise indicated by BRTA, payment is only by reimbursement upon satisfactory performance of deliverables. Payment will be made upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs.

4.12 **Required Forms**

The Contractor is required to submit all required forms, as described within Section 4, and clauses listed as Attachments A and C.

4.13 **Sample Contract**

Contractor shall provide any Service Agreement that is applicable to the Maintenance services Contractor it is proposing. Contractor shall provide a sample contract with their submitted proposal. The selected respondent, after negotiations with BRTA, will be asked to enter into an agreement. Terms can be negotiable, but BRTA's standard terms and conditions will be incorporated. BRTA attaches considerable importance to the terms of the contract; and a proposal that is subject to significant modification to the contract or extensively conditioned will be at a disadvantage. All exceptions must be listed, referencing the section of the contract to which they apply.

5.0 CONTRACT TERMS AND CONDITIONS

5.1 Terms and Conditions

The contract that BRTA expects to award as a result of this Request for Proposal will be based upon the offer submitted by the successful Contractor and this solicitation. The contract between BRTA and the successful Contractor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained within the RFP, the offer of the Contractor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by BRTA.

The contract terms contained within this RFP are not intended to be a complete listing of all contract terms but are provided only to enable Contractors to better evaluate the costs associative with the RFP and the potential resulting contract. Contractors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the proposal quoted by the Contractor.

This project will be financed in part by the Federal Transit Administration (FTA). Accordingly, federal requirements apply to this contract and if those requirements change, then the changed requirements apply to this contract. Notwithstanding any involvement of the FTA in this contract, the federal government shall have no obligations or liabilities to any third-party contractor.

By submitting a proposal, each Contractor acknowledges its acceptance of these specifications, terms and conditions without change except as otherwise expressly stated in its proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by BRTA, in its sole discretion, resulting in possible disqualification of the proposal. BRTA reserves the right to either award a contract without further negotiation with the successful Contractor or to negotiate contract terms with the selected Contractor if the best interests of BRTA would be served.

5.2 Contract Period

The term of the contract will commence with the contract signing and continue until the project is completed. This contract may be terminated, with just cause, in writing, with a sixty (60) day written notification. BRTA shall have the sole option to renew the contract upon the same terms and conditions for three (3) additional one-year renewal terms.

5.3 Additional Cost Items Not In Contract

BRTA is unaware of any additional Contract terms that would add cost. Notwithstanding, should any Contract items arise that would cost additional monies, those costs shall be borne by the Contractor.

5.4 Installation and Implementation

Upon award of a Contract, BRTA shall work collaboratively with the successful Contractor to meet the installation and implementation schedule as specified in the Contractors proposal.

5.5 Licenses

The Contractor shall include the cost for all software licenses (if any) and annual software maintenance fees required for its work. The Contractor must furnish a written copy of the software Terms and Conditions of software agreement with the submitted proposal. The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

5.6 Contractor Warranties

The Contractor warrants that the all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or BRTA will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to BRTA pursuant to the terms of this Contract, shall be wholly original with the Contractor or the Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Contractor represents and warrants that the concepts, materials and BRTA's use of same and the exercise by BRTA of the rights granted by this Contract shall not infringe upon any other work, other than material provided by BRTA to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.

The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to BRTA.

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that BRTA will not have any obligations with respect thereto.

The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and BRTA in performance of this Contract.

5.7 **Care of Property**

The Contractor shall be responsible for the proper custody and care of any BRTA owned tangible personal property furnished for the Contractor's use in connection with the performance of the Contract, and the Contractor will reimburse BRTA for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

6.0 FUNCTIONAL REQUIREMENTS

This section defines the system requirements for the CAD/AVL system. All systems are expected to be installed and integrated at BRTA offices. However, BRTA is interested in receiving proposals that would include hosting the central software systems off site at a staffed and monitored technology location. BRTA would be interested in evaluating the cost benefit of such a solution compared to hosting the systems locally on a BRTA supported platform.

Contractors should provide a response to how their products and services can meet the functional requirements outlined below.

6.1 Phase I – CAD/AVL

System Architecture

The Contractor should provide details about the proposed mobile data system configuration. These details should include at a minimum:

- Diagram outlining the transfer of data from scheduling system to the vehicles via the wireless networks.
- Software, hardware, and protocols required to interface middleware to host software (CAD system).
- Software, hardware, and protocols required to interface middleware to wireless network.
- Software, hardware, and protocols required to interface in-vehicle hardware to wireless network.
- Software, hardware, and protocols required to interface in-vehicle hardware to other in-vehicle peripheral devices

In-Vehicle Hardware Specifications

The Contractor shall provide a mobile data computer (MDC) with the following specifications:

- 16 bit processor
- Integrated GPS receiver
- Emergency key
- –22° F to +150° F operating temperature with LCD display heaters to ensure the display is readable at temperatures below 32° F
- Keypad with adjustable back-lighting, audible and tactile feedback
- Rugged ABS enclosure
- LED indicators for Tx, Channel, Messages, and Power
- Integrated combination magnetic swipe card reader and integrated smart card reader/writer

Inputs/Outputs

- Minimum of 3 inputs, 2 programmable input/outputs, ignition sense input, and 3 open-drain (open-collector) outputs
- Odometer interface
- Communications port for either direct to radio connection or RS232 to 3rd party communications device
- 3 spare RS232 ports for interface to peripheral devices such as electronic fare boxes, printers, etc.
- J-1850 interface
- Keyboard input for QWERTY style rugged keyboard (optional device, typically used for Supervisory vehicles)

Display

- Transflective, graphical display with a minimum of 240x64 pixels
- Minimum of three (3) different sizes of character sets
- Minimum eight (8) line display
- Adjustable back-lighting for visibility in low-light environments
- Adjustable contrast
- LCD display heaters for operation in cold temperatures
- Memory
- 512 KB Flash ROM
- 384 KB Static RAM
- No less than 35 KB of data storage space specifically dedicated for trip information
- Options for additional memory storage

Communications

- Built-in wireless data network modem (required)
- Odometer Monitoring (Pulse Odometer or GPS input for mileage estimation)

Accessories

The Contractor shall provide the following installation hardware:

- Adjustable pedestal or dash mount, depending on the vehicle type.
- Cabling for connections to the applicable on-board radio/data modem equipment, power and any desired peripherals.
- Any additional antennas required for data modems or the GPS receiver (optional).

6.2 **Phase I - Fixed Route Management System**

Contractors should provide a highly configurable and intuitive Computer-Aided Dispatching and Automated Vehicle Location (CAD/AVL) software solution to assist in improving fixed route operations, schedule adherence, in-vehicle data capture, and performance monitoring.

The system must be tightly integrated with a Geographic Information Systems (GIS) and schedule adherence tools to easily identify potential system delays and performance problems. Real-time data should be collected on the vehicle using Global Positioning Systems (GPS) and transmitted to the Dispatch Center in real-time. Contractors should also discuss and propose how the product will integrate with the existing paratransit management system and the proposed paratransit mobile data system.

Key functionality should include:

- Route, Run and Trip Management and Planning
- Stop and Time Point Management and Planning
- Route Setup and Configuration
- Trip, Driver and Run Assignment/Management
- Visual Display of Vehicles in Real-Time on Service Area Map. BRTA currently owns TeleAtlas GIS base map data and is integrated into the paratransit dispatching system
- Display Early/Late Status of Vehicles Based on Time Points
- Up-to-Date Availability of Transit Information to Riders
- Vehicle Playback based on GPS data to compare Scheduled vs. Actual
- Operational and Management Reporting including NTD
- Data analysis and tools to assist in planning and operations

Scheduling

The system must provide the ability to create, edit, and manage the fixed route system. Users must be able to easily maintain the fixed route information including route patterns, trips, stops, and runs. Users must be able to create, edit, and assign stop, way, and time points to routes using GIS based tools and interfaces. The ability to assign drivers, runs, and trips to routes is required. Data relating to the actual performance of the routes must be able to be entered into the system manually including actual pullout / pull-in times, driver assignments, odometers, fares, and passenger load and unload data.

Dispatching

The system must provide dispatching tools and components to easily view and track the performance of fixed route vehicles. The system will utilize the real-time AVL information received from the vehicle to update schedule adherence in relation to its scheduled information. The dispatch module must utilize color codes to represent if vehicles are running early, on-time, or late. These variables will be user and system defined as to what is considered early, late, or on-time. Users must have the ability to dynamically determine how often to refresh the dispatch system. The system will seamless integrate into the existing GIS base map and graphically display the location of each vehicle and its scheduled route, bus stops, and time points. Vehicles will be color coded on the GIS map based on the status of the route. The system must also provide a tabular display of the routes, runs, and trips that can be easily sorted and/or grouped by the user. System on-time performance statistics relating to the overall performance of the fixed route system must also be visually displayed. The system must also provide a user interface to be able to manage real-time route status

information and system or customer messages to kiosks located in the dispatch center or in transfer centers for real-time customer information.

Reporting and Analysis

The system must provide both standard and ad-hoc reporting capabilities. All standard and ad-hoc reports must have a user-friendly and intuitive user interface to easily access and utilize these reports.

- Garage Pullout / Pull In Report
- Vehicle and Route Utilization
- Schedule Adherence and On Time Performance by Route and Driver
- Driver Paddle and Assignments
- NTD Required Report
- Passenger Count Analysis Report
- Run and Route Variance Report
- Headway Analysis Report

In addition to the above reports, the system must incorporate an easy to use and intuitive ad hoc reports generator. Users must be able to easily build and maintain reports using this tool.

Contractors should describe all data analysis and reporting capabilities as well as data ownership and access limitations, if any.

The system should also provide planning and analysis tools to assist users in planning routes, headways, and bus stop locations. BRTA requires tools or utilities to visually display route headways to assist in route spacing and minimize route "bunching". Route "bunching" is defined as having vehicles too closely spaced on a single or multiple routes. A visual analysis tool to display headways is required. The system must also be able to easily playback a route or group of routes using historical scheduled and actual GPS data. The system must be able to visually map and graph passenger count data to easily view and analyze high or low passenger load / unload points.

Administration

The system must provide modules or components to manage the configuration and administration of the system. The system will provide a driver management module to easily create, edit, and maintain driver data. Contractors should describe how data from each system would be integrated. The system must also provide a vehicle management module to create, edit, and maintain vehicle related information. Optionally, in order to minimize data management redundancy, BRTA would like Contractors to describe any vehicle basic preventive maintenance and how both fixed and paratransit vehicles can be maintained in a single vehicle management module. Users should be able to easily administer and configure user and system security as well as all system parameters and variables. The system must be packaged with online help, training tools, and tutorials.

Integration

It is the desire of BRTA to be able to manage vehicle and driver information in a single application. Ultimately, BRTA desires to have the ability to dispatch both fixed and paratransit fleets from an integrated application. Both fixed route and paratransit fleets should be displayed simultaneously on the GIS map for schedule adherence, messaging, and performance monitoring. The system must also easily import and export fixed route data to Google Transit using the Google Transit Feed Specification (GTFS) format.

Automated Stop Annunciation

Contractors should describe their capabilities to integrate automated stop annunciation in the vehicle for real-time stop call out to assist in adhering to ADA annunciation requirements.

On-board dynamic vehicle destination signs

Contractors should describe their capabilities to integrate on board dynamic vehicle destination signs to display the destination of the vehicle outwardly through the windshield of the bus.

Flex Deviated Route

BRTA is interested in tightly integrating the paratransit and fixed route systems from a technology and service delivery standpoint. Please describe any fixed route and/or flexed route deviation capabilities of your system. BRTA anticipates that the technology solution available to support this type of service will greatly enhance the ability to implement a flexed deviated service component.

6.3 Phase II – Customer Information Systems

BRTA requests that Contractors describe their capabilities to provide and integrate the following components into the initial phase of the project.

Real-time passenger information

Contractors should describe real-time passenger information systems that could be installed at a key transfer centers and transportation hubs.

Web-Based Customer Information Portal

Contractors must describe their solutions capability to support real-time customer information via the web. BRTA desires a customer web-based portal to assist both fixed route and paratransit riders with “where’s my ride” information.

Real-time Traveler Information at Bus Stops

Contractors must describe their solutions capability to support real-time traveler information at key bus stops throughout the BRTA service area.

6.4 **Phase III – Transit Operations Software and Paratransit MDT**

Fixed Route Scheduling and Dispatching Software

BRTA has determined the following functional specifications and system requirements for the fixed route transit vehicle scheduling and runcutting software. The successful Proposer shall supply a Fixed-Route Transit Vehicle Scheduling and Runcutting Software System to perform the following functions:

- Scheduling and runcutting
- Headway sheet and paddle generation in the agency's formats
- Timepoint/bus schedule generation
- Ability to export public timetable data to off-the-shelf graphics packages (e.g. Aldus Pagemaker 5.0)
- FTA National Transit Database Reporting
- Driver run rostering
- Input to driver dispatch/timekeeping functions
- "What if" costing/scheduling capabilities
- Graphical route mapping and pattern development
- AVL integration capability

The proposed routing and scheduling system should allow the Authority to input and maintain the bus, block, and node information of the current runcut without changing the current schedules. The automated runcutting process should permit the user to manually override the system, or set designated runs so they will not be changed. The system should allow for automated runcutting of the entire system, a group of routes, one route, etc. The system should allow the user to save or abandon the results of any attempted run cut, depending on whether the results are satisfactory or unsatisfactory.

The system must allow for the maintenance/modification of Union work rules. This will allow the agency to update any changes in the Collective Bargaining Agreement, and will enable management to quantify the potential financial impact of work rule changes during the labor negotiation process.

The system also will support multiple users accessing a common database, with security checking for different levels of privilege. These privileges should be assignable to individual users or groups of users. Major modifications to the network database should be able to be logged by user/date/time in a transaction file.

Integration with a full-featured Geographic Information System (GIS) to provide transit route system mapping and AVL data display capabilities is required. The capability to integrate with on-board AVL systems for ADA signage and announcements, and for analyzing AVL-collected performance data to fine tune the scheduling process is also required for future AVL consideration. An AVL system, however, is not requested as part of this procurement.

Paratransit Scheduling and Dispatching Software

BRTA has determined the following functional specifications and system requirements for the paratransit reservation/scheduling/dispatching system.

Trip Reservations

The primary objective of the trip reservation function is to process and schedule trip requests as quickly and accurately as possible. This includes:

- Minimizing the number of keystrokes required to book a trip.
- Processing and scheduling calls as quickly as possible.

The second major objective of the Trip Reservation function is to ensure superior communication between the operator, driver, and dispatcher. Without effective digital communication, time is wasted on voice communication causing the system to lose control and efficiency. Specific objectives include:

- Reducing voice communication.
- Provide the driver with digitally transmitted information from the dispatcher or scheduler.
- Allow the driver to send information and acknowledgment to the dispatcher or scheduler.

Scheduling and Dispatching

The primary objective of scheduling is to provide the most productive runs and driver schedules possible while maintaining service quality. This will be accomplished in part through:

- An increase in shared ride demand service.
- Prescheduling of advanced reservation services to maximize productivity.
- Integration of demand service with advanced reservation service.
- Assist the Paratransit Reservation/Scheduling/Dispatching system to integrate paratransit trip requests into the fixed route system.
- Determine the nearest fixed route bus stop to a client's trip origin and destination.
- Determine the ¾ mile ADA Complementary paratransit service boundary.
- Geographic Information System (GIS) which helps store, display, manage and analyze transportation data.

Dispatching objectives center on the reduction of voice traffic and flexibility in making dynamic scheduling changes. This includes:

- Minimizing dispatcher intervention in the system, through effective computer routing and decision making.
- Effective communication through digital transmission.
- Flexibility to allow a dispatcher to override the system.

Paratransit MDT and associated onboard equipment

The primary objective for the optional digital communications system includes effective communications with the dispatcher, and rapid and accurate collection of data from the driver/vehicle. Specific objectives include:

- Mobile Data Terminals (MDT) that are easy to read and operate.
- Global Positioning System (GPS) units and a terminal which are easy to operate and show the location of all in-service vehicles within a meter.
- Ability to download and record multiple trip information on the MDT without the need for a hard copy.
- Provide information necessary to eliminate voice transmission in most cases using a combination of MDTs and GPS.
- Computer screen large enough to provide the driver with multiple trip information.
- Provisions for pre-programmed messages for information and emergency.

7.0 EVALUATION PROCEDURES

7.1 OVERALL EVALUATION PROCESS

This section describes the evaluation process that will be used to determine which proposal provides the greatest benefits to BRTA. Discussions may be conducted with respondents determined to be reasonably qualified, and BRTA reserves the right to reject any and all proposals. BRTA reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates BRTA to contract for the proposed project. BRTA will negotiate a contract with the highest evaluated respondent, as determined by the selection committee. BRTA shall not be liable to any respondent for costs associated with responding to the RFP, for the respondent's participation in the interview, or any costs associated with negotiations.

Respondents shall be treated fairly and equally with respect to any opportunity for discussion and revision of their offer. To obtain the best and final value offers, revisions may be permitted after submissions and before award of the Contract.

Evaluation Standard: Submittals will be reviewed against the Functional Requirements and Scope of Work as specified in this request for proposals. It is essential that Contractors include documentation which substantiates that the response meets the Functional Requirements and Scope of Work as outlined in the RFP. Failure to meet Functional Requirements and Scope of Work may deem the submittal as non-responsive. If the submittal is deemed non-responsive, the submittal will be rejected and will not be considered for further evaluation.

BRTA will evaluate and score each of the proposal submittals received from responsive respondents based on established criteria. The Committee reserves the right to hear presentations if so desired. Only the top ranked respondents will proceed on to Negotiation Phase. No order of preference is required during this phase.

A request for a Best and Final Offer is at the sole discretion of BRTA and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

The evaluation committee will determine if discussions, negotiations and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest/advantageous to BRTA.

The total price of the proposed solution will be considered in the analysis, but price will not be the only nor the primary consideration in the selection of the "best" solution. Ultimately, BRTA will award the contract to the responsive and responsible Contractor whose overall proposal offers the best value for BRTA, as evaluated pursuant to the evaluation criteria as set forth herein.

7.2 **EVALUATION CRITERIA**

PHASE I: RESPONSIVENESS

A responsive proposer is defined as having submitted a proposal response in accordance with all requirements of this RFP. Any proposer deemed to be non responsive will be given no further consideration and the sealed Pricing Proposals will be returned unopened.

PHASE II: RESPONSIBILITY (20 POINTS AVAILABLE)

A responsible proposer is defined as having the capacity and experience to perform the requirements of this contract. BRTA will contact the references provided and review the qualifications of the proposed staff to be assigned to this contract. Any proposer receiving 12.5 points or less will not be given further consideration and the sealed Pricing Proposals will be returned unopened.

PHASE III: TECHNICAL EVALUATION (45 TOTAL POINTS AVAILABLE)

Responsive and responsible proposals will then be technically evaluated in compliance with the Scope of Work and Functional Requirements as defined in this document. Any proposer receiving 29.9 points or less will not be given further consideration and the sealed Pricing Proposals will be returned unopened.

PHASE IV: DEMONSTRATION (15 TOTAL POINTS AVAILABLE)

Proposers obtaining an acceptable evaluation score in Phase III will be required to provide a demonstration at BRTA's facilities with a time limit of two hours. Proposers will be required to demonstrate the abilities of the system and will also be provided a script to verify the solution meets BRTA's requirements as outlined in this RFP.

PHASE V: PRICING (20 POINTS AVAILABLE)

At the completion of the evaluation process, BRTA may begin negotiations with the Proposer receiving the highest overall evaluation score. Best and final offers may ensue. In the event negotiations fail, BRTA may begin negotiations with the Proposer receiving the next highest score and so on until successful contract negotiations are completed. BRTA may elect to terminate this process at any time.

8.0 ATTACHMENT A – NON DISCLOSURE

Berkshire Regional Transit Authority
NON-DISCLOSURE AGREEMENT
CAD/AVL
RFP# 2010-01 A

The Proposer/Contractor and it's employee, _____,
(insert employee's name) acknowledge that, in order to gain knowledge and information relative to the information currently in use along with the record keeping needs of BRTA, so that the Proposer/Contractor may prepare a proposal in response to the above referenced Request for Proposals, it may be entrusted with restricted or confidential information relating to the business of BRTA. The Proposer/Contractor and his employee further acknowledge that some of this information may be restricted by law in terms of dissemination, use, and authorized access. The Proposer/Contractor agrees that neither Proposer/Contractor, its employees, or any subcontractors, or their employees, will use such confidential information for any purpose except for submitting a proposal pursuant to the above referenced Request for Proposals or if selected for the performance of a Contract, and that such restricted or confidential information will not be disclosed to any person or entity. The Proposer/Contractor shall maintain the confidentiality BRTA information and products. The Proposer/Contractor shall use and maintain appropriate security measures to honor all of its obligations under this Contract.

The Proposer/Contractor and its employee acknowledges that access to this information is essential to the preparation of a proposal and that such access serves as good and valuable consideration for this agreement of nondisclosure of such information.

Proposer/Contractor Name _____
Address _____
_____

Authorized Corporate Signature _____
Name _____
Title/Position _____

Proposer's Employee's Signature _____
Name _____
Title/Position _____
Date _____

9.0 ATTACHMENT B – PRICING FORM

PRICING FORM

PUBLIC TRANSIT INTELLIGENT TRANSPORTATION SYSTEMS
AND RELATED SERVICES
RFP# BRTA 2010-01 A

BASE BID: SOFTWARE

Paratransit Transit Software	$
Paratransit AVL / MDC Module	
Paratransit Transit Software – Implementation and Training	
Total Implementation Cost of Paratransit Software	$

Fixed Route CAD / Schedule Adherence Software	$
Fixed Route CAD / Schedule Adherence – Implementation and Training	
Total Implementation Cost of Fixed Route CAD / Schedule Adherence Software	$

BASE BID: Hardware

Paratransit Mobile Data Computer / AVL Hardware / Implementation	$
Fixed Route AVL Hardware / Implementation	
Total Implementation Cost of Mobile Data / AVL Solution for Paratransit and Fixed Route Fleets	$

Dynamic Message Signs	$
Systems Integration / Schedule Adherence	
Total Implementation Cost of Dynamic Message Signs	$

Estimated Expenses	$

Annual Continuing Support/Maintenance (Total System)	
Year One	$
Year Two	$
Year Three	$
Year Four	$
Year Five	$

OPTIONS FOR ADDITIONAL FUNCTIONALITY:
If funding is available or becomes available, BRTA desires the following functionality. This pricing should be reflected to include all costs to install, implement, integrate, etc.

Option	Description	Unit Type	Price Per Unit	Proposed Quantity	Extended Price
1	Video surveillance		$		$
2	Stop Annunciation System		$		$
3	Automated Passenger Counters		$		$
4	Interactive Voice Recognition		$		$

OPTIONS FOR ADDITIONAL EQUIPMENT PROVIDED BY THE BASE BIDs:
As the transit fleet is expanded, BRTA desires the ability to purchase additional equipment provided in the Base Bid over a period of three years. BRTA will purchase no more than five per year for each item. This pricing should be reflected to include all costs to install, implement, integrate, etc.

Option	Equipment Description	Model #	Complete Price Each
			$
			$
			$
			$
			$
			$
			$

Note: Proposers are encouraged to provide additional Breakdown and supporting documentation regarding the cost of the base bid items above.

THIS PRICING FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE ALONG WITH THE PROPOSAL RESPONSE AS OUTLINED IN 3.14.

_____ _____
Signature of Proposer Legal Name of Firm

10.0 ATTACHMENT C – FEDERAL CLAUSES

REQUIRED FORMS AND CERTIFICATIONS

All forms must be properly signed and notarized (as required) and returned with Proposal.

- ☐ Government Obligation to Third Parties
- ☐ False or Fraudulent Statements or Claims
- ☐ Access to Third Party Contract Records
- ☐ Change to Federal Requirements
- ☐ Civil Rights
- ☐ Disadvantaged Business Enterprises
- ☐ Incorporation of FTA Terms
- ☐ Terminations
- ☐ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ Buy America Requirements
- ☐ Resolution of Disputes
- ☐ Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ☐ Clean Air
- ☐ Clean Water
- ☐ Cargo Preference
- ☐ Fly America
- ☐ Contract Work Hours
- ☐ Energy Conservation
- ☐ ITS Architecture
- ☐ Recycled Products

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

_____ _____

Contractor Signature Date

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses

shall not be modified, except to identify the subcontractor who will be subject to the provisions.

_____ _____
Contractor Signature Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u> a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II <u>Non State Grantees</u> a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

_____ _____
Contractor Signature Date

<u>FEDERAL CHANGES</u>

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended

or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

_____ _____
Contractor Signature Date

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor

agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____ _____

Contractor Signature Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.2%**.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the BRTA deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BRTA**.** In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work

related to this contract is satisfactorily completed.

e. The contractor must promptly notify the BRTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the BRTA**.**

_____ _____

Contractor Signature Date

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the BRTA requests which would cause the BRTA to be in violation of the FTA terms and conditions.

_____ _____

Contractor Signature Date

TERMINATION

Applies to Contracts Valued over $10,000

49 CFR Part 18

a. Termination for Convenience (General Provision) The BRTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BRTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the BRTA, the Contractor will account for the same, and dispose of it in the manner the BRTA directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BRTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on

the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BRTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BRTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The BRTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the BRTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the BRTA setting forth the nature of said breach or default, the BRTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BRTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the BRTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the BRTA shall not limit the BRTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The BRTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the BRTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of the BRTA's goods, the Contractor shall, upon direction of the BRTA, protect and preserve the goods until surrendered to the BRTA or its agent. The Contractor and the BRTA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the BRTA may terminate this contract for default. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the BRTA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the BRTA in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the BRTA, acts of another Contractor in the performance of a contract with the BRTA, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The contractor, within [10] days from the beginning of any delay, notifies the BRTA in writing of the causes of delay. If in the judgment of the BRTA, the delay is excusable, the time for completing the work shall be extended. The judgment of the BRTA shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the BRTA.

i. Termination for Convenience or Default (Architect and Engineering) The BRTA may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The BRTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the BRTA, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the BRTA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the BRTA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BRTA.

j. Termination for Convenience of Default (Cost-Type Contracts) The BRTA may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the BRTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the BRTA, or property supplied to the Contractor by the BRTA. If the termination is for default, the BRTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BRTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the BRTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the BRTA determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the BRTA, after setting up a new

work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

k. Assignability This contract may not be assigned or transferred to a third party.

_____ _____
Contractor Signature Date

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Applies to Contracts Valued over $25,000

49 CFR Part 29
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the BRTA. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the BRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ _____
Contractor Signature Date

BUY AMERICA REQUIREMENTS

Applied to Contracts Valued over $100,000

49 U.S.C. 5323(j)
49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

BUY AMERICA REQUIREMENTS

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature_____

Company Name_____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BUY AMERICA REQUIREMENTS

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

BREACHES AND DISPUTE RESOLUTION

Applies to Contracts Valued over $100,000

49 CFR Part 18

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the BRTA. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by the BRTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BRTA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BRTA is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BRTA, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

_____ _____

Contractor Signature Date

LOBBYING

Applies to Contracts Valued over $100,000

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

Applies to Contracts Valued over $100,000

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

_____ _____
Contractor Signature Date

CLEAN WATER REQUIREMENTS

Applies to Contracts Valued over $100,000

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

_____ _____
Contractor Signature Date

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

_____ _____
Contractor Signature Date

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material or commodities by ocean vessel.

_____ _____
Contractor Signature Date

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applies to Contracts Valued over $100,000

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The Berkshire Regional Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

_____ _____
Contractor Signature Date

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

_____ _____
Contractor Signature Date

NATIONAL ITS ARCHITECTURE

National ITS Architecture - The Contractor agrees to comply with all applicable National Intelligent Transportation System (ITS) Architecture requirements as outlined in Section 23 - ITS of TEA-21 and should coordinate with the current Western Massachusetts Regional ITS Plan.

_____ _____
Contractor Signature Date

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

_____ _____
Contractor Signature Date